

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SCOTTSDALE INSURANCE COMPANY, as  
successor in interest to WESTERN HERITAGE  
INSURANCE COMPANY,

Plaintiff,

v.

**PROPOSED**  
**DEFAULT JUDGMENT**  
**(AMENDED)**

Civil Action No.: 1:22-CV-02313

ZOLO SERVICES CORP. and  
QUALITY BUILDING CONSTRUCTION LLC,

Defendant.

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**Hon. Lewis J. Liman**, United States District Judge:

This matter came before the Court on motion for Default Judgment of Plaintiff, Scottsdale Insurance Company, as successor in interest to Western Heritage Insurance Company, (“Scottsdale”) as against Defendant Zolo Services Corp. (“Zolo”) under Rule 55(a) of the Federal Rules of Civil Procedure and Local Civil Rule 55.1 for failure to answer or otherwise move with respect to the complaint in this action.

NOW, for the reasons stated on the record and upon concluding that Defendant failed to answer or otherwise appear in this action and that Plaintiff obtained a certificate of default from the Clerk of this Court, it is

ORDERED that default judgment is GRANTED in favor of Plaintiff and against Defendant Zolo under Rule 55(a) of the Federal Rules of Civil Procedure and Local Civil Rule 55.1 and that it is ADJUDGED, DECLARED AND DECREED that:

- (1) The Scottsdale Policy does not provide any coverage to Zolo for the subject property losses at the Premises;
- (2) Scottsdale owes no duty to indemnify Zolo for claims asserted in the Fireman’s Fund Subrogation Action;
- (3) As of the date hereof, Scottsdale owes no further duty to defend Zolo in the Fireman’s Fund Subrogation Action; and

- (4) As of the date hereof, Scottsdale be permitted to withdraw its defense of Zolo in the Fireman's Fund Subrogation Action.

**SO ORDERED.**

Date: November 28, 2022

  
LEWIS J. LIMAN  
United States District Judge